



JIM FLORIO  
GOVERNOR

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
OFFICE OF STATE PLANNING  
CN 204  
TRENTON, N.J. 08625-0204

SAMUEL CRANE  
STATE TREASURER  
HERBERT SIMMENS  
DIRECTOR

July 26, 1993

TO: Frank McGough  
Acting Manager Geographic Information Systems

FROM: Herbert Simmens  
Director

RE: Memorandum of Understanding for Data Exchange between the Office of  
State Planning (OSP) and the New Jersey Department of  
Transportation (DOT).

With regard to data sharing between the OSP and DOT, the following guidelines will form the basis of this memorandum of understanding:

(1) It is in the best interest of both parties to share, where appropriate, data and to avoid duplication of effort in the development of GIS data layers;

(2) Data obtained or developed by either OSP or DOT are characterized as falling into three distinct classes that might in turn require distribution guidelines. These classes are:

(a) data that is in the public domain or that is freely available from governmental, public, or private sources and that can be made available by either the OSP or DOT without restriction (e.g. US Census data, USGS stream flow data, USGS DLG data sets, DEMs, digital SCS soils information, etc.);

(b) data that will be made available upon request, but that will require execution of a licensing agreement allowing its use, but restricting its duplication or distribution to other parties. The intent in this case is not to restrict access or distribution of the data, but to require a formal request that allows distribution to be controlled and the integrity of the data set to be maintained by the original distributing agency or group; and

(c) data that is proprietary and cannot be legally transferred or that must remain confidential for a legitimate purpose (e.g. copyrighted image data from EOSAT and SPOT, the exact location of archeological or endangered species sites).

Mr. Francis J. McGough  
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Following a written request for information from either the DOT or the OSP, the party holding the data of interest will indicate the category into which the data is included and either provide the data immediately, require the execution of a licensing agreement before providing the data requested, or indicate that the data cannot be provided in its original form and specify the reason for such a restriction. It is anticipated that a request for data will normally be processed within a 30 day period unless a written reason for a longer period is provided.

Both parties agree to safeguard data that has been exchanged under the terms of this MOU to the same extent that original data is protected from unauthorized use, access, or transfer.

Herbert Simmens  
Herbert Simmens  
Director  
Office of State Planning

Francis J. McGough  
Francis J. McGough  
Acting Manager  
NJDOT GIS

Date:

Date:



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DIRECTOR

Data Licensing Agreement between the New Jersey Office of State Planning (OSP) and:

Francis J. McGough  
Acting Manager, Geographic Information Systems  
New Jersey Department of Transportation

I. DESCRIPTION OF THE DATA TO BE PROVIDED.

Upon written consent to the following conditions and restrictions, the Office of State Planning (OSP) will provide the following digital data, as requested, to New Jersey Department of Transportation(DOT).

SUBJECT DATA:

The following data related to the mapping of The New Jersey State Development and Redevelopment Plan: Planning Areas, Centers, Critical Environmental/Historic Sites.

Notwithstanding the special conditions regarding the subject data specified in part III of this licensing agreement, the Office of State Planning makes no representations of any kind, including but not limited to the warranties of merchantability of fitness for a particular use, nor are any such warranties to be implied, with respect to the digital data furnished hereunder. The Office of State Planning assumes no responsibility to maintain them in any manner or form.

I have the authority to legally obligate The New Jersey Office of State Planning to the terms of this agreement.

SIGNED Herbert Simmens DATE 8/6/93  
TITLE Director  
Office of State Planning

## II TERMS OF AGREEMENT

1. The Data received from OSP is to be used solely by DOT and will not be reproduced or redistributed for use by anyone outside of DOT, without first obtaining written permission from OSP.
2. The data provided under this licensing agreement are meant to be used solely for internal research applications by DOT and will not be contributed, distributed via a local area network, or made available in any form to any other public or private local, county, state, or federal agency, bureau, division, or organization without first obtaining written permission from OSP.

## III SPECIAL CONDITIONS

1. The planning area delineations are part of the New Jersey State Development and Redevelopment Plan produced and released by the NJ Office of State Planning (OSP). The files reflect the delineations as they appeared on June 12, 1992. Any map amendments accepted in the interim are not reflected in these delineations. The delineations are scheduled for review and revision every three years.
2. Due to the complex nature of the plan and the state planning process and the relationship of all of the individual parts of the plan, questions regarding the plan should not be resolved by or even considered using the map alone. This would provide a limited view of the comprehensive approach embodied in the plan. For this reason, any questions relating to the plan or its delineations for the State should be directed to OSP.
3. The information has been delivered in the specific format requested (Ungenerated Arc\Info Files on 8mm. Exotape). OSP assumes no liability for inability to use this tape or the information contained on it or for any financial damages caused by such an inability. OSP agrees, however, to assist in resolving any problems in using the data and to reproduce the data if necessary. If, for any reason, the discs do not adequately meet the specifications agreed upon for the transmittal of the information, OSP will deliver new discs.

I have the authority to legally obligate The New Jersey Department of Transportation to the terms of this agreement.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_  
New Jersey Department of Transportation

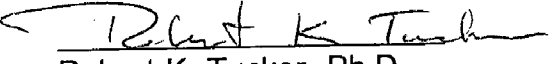
**MEMORANDUM OF UNDERSTANDING**  
**between**  
**the**  
**Office of State Planning**  
**and**  
**the**  
**NJDEP Division of Science and Research**

The Office of State Planning (OSP) and the New Jersey Department of Environmental Protection (NJDEP) are interested in co-funding a cooperative research project directed at promoting the concepts of sustainability and environmental enhancement for urban areas in New Jersey. Proposals would be solicited through the NJDEP Division of Science and Research (DSR) annual research initiative.

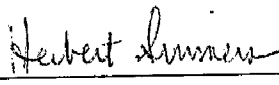
Funds for the project would come from both programs, \$5,000 from OSP and \$5,000 from DSR. OSP funds would be transferred to DSR for the express purpose of funding this project and would be so dedicated. DSR would be responsible for soliciting bids on the project and overseeing the proposal review process. OSP and DSR would jointly manage the project.

DSR would be responsible, at the outset of the project, for performing a literature review and conducting an initial survey to identify model programs and local initiatives. The results of the literature review and survey would be used to define the scope of work of the outside researchers selected to conduct the project. The researchers would use these findings and additional information to explore the barriers and incentives to implementation of environmentally sound design practices and environmental enhancement programs in New Jersey urban areas. The researchers would also identify the appropriate roles for government and community organizations, based on a case study approach.

OSP and DSR would jointly sponsor a conference for planners and administrators following acceptance of a final report.

  
Robert K. Tucker, Ph.D.  
Director  
NJDEP Division of Science and Research

27 Feb 95  
(date)

  
Herbert Simmens  
Director  
Office of State Planning

2-19-95  
(date)